



February 26, 1999

HOUSE BILL No. 1677

DIGEST OF HB 1677 (Updated February 25, 1999 10:34 am - DI 69)

Citations Affected: IC 32-7.

Synopsis: Landlord and tenant law. Establishes obligations of landlords and tenants involving dwelling units that are let for rent.

Effective: July 1, 1999.

Day, Foley

January 21, 1999, read first time and referred to Committee on Judiciary.
February 25, 1999, amended, reported — Do Pass.

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HB 1677—LS 8118/DI 75+



February 26, 1999

First Regular Session 111th General Assembly (1999)

PRINTING CODE. Amendments: Whenever an existing statute (or a section of the Indiana Constitution) is being amended, the text of the existing provision will appear in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~.

Additions: Whenever a new statutory provision is being enacted (or a new constitutional provision adopted), the text of the new provision will appear in **this style type**. Also, the word **NEW** will appear in that style type in the introductory clause of each SECTION that adds a new provision to the Indiana Code or the Indiana Constitution.

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 1998 General Assembly.

HOUSE BILL No. 1677

A BILL FOR AN ACT to amend the Indiana Code concerning property.

Be it enacted by the General Assembly of the State of Indiana:

1 SECTION 1. IC 32-7-7 IS ADDED TO THE INDIANA CODE AS
2 A **NEW** CHAPTER TO READ AS FOLLOWS [EFFECTIVE JULY
3 1, 1999]:

4 **Chapter 7. Tenant Obligations**

5 **Sec. 1. (a) Except as provided in subsection (b), this chapter**
6 **applies only to dwelling units that are let for rent after June 30,**
7 **1999.**

8 **(b) This chapter does not apply to dwelling units that are let for**
9 **rent with an option to purchase.**

10 **Sec. 2. The definitions in IC 32-7-5 apply throughout this**
11 **chapter.**

12 **Sec. 3. As used in this chapter, "rental premises" includes all of**
13 **the following:**

14 **(1) A tenant's rental unit.**

15 **(2) The structure in which the tenant's rental unit is a part.**

16 **(3) The grounds, common areas, and facilities held out or**
17 **promised for the use of a tenant.**

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Sec. 4. A tenant shall do the following:

- (1) Comply with all obligations imposed primarily on a tenant by applicable provisions of building and housing codes.
- (2) Keep the areas of the rental premises occupied or used by the tenant reasonably clean.
- (3) Use the following in a reasonable manner:
 - (A) Electrical systems.
 - (B) Plumbing.
 - (C) Sanitary systems.
 - (D) Heating, ventilating, and air conditioning systems.
 - (E) Elevators, if provided.
 - (F) Facilities and appliances of the rental premises.
- (4) Refrain from deliberately or negligently defacing, damaging, destroying, impairing, or removing any part of the rental premises.

Sec. 5. At the termination of a tenant's occupancy, the tenant shall deliver the rental premises to the landlord in a clean and proper condition, excepting ordinary wear and tear expected in the normal course of habitation of a dwelling unit.

Sec. 6. (a) A landlord may bring an action in a court with jurisdiction to enforce an obligation of a tenant under this chapter.

(b) A landlord may not bring an action under this chapter unless the following conditions are met:

- (1) The landlord gives the tenant notice of a condition described in this chapter.
- (2) The tenant has been given a reasonable amount of time to remedy the condition described in the landlord's notice. The landlord may not prevent the tenant from having access to the rental premises to remedy the condition described in the landlord's notice.
- (3) The tenant fails or refuses to remedy the condition described in the landlord's notice.

(c) If the landlord is the prevailing party in an action under this section, the landlord may obtain any of the following, if appropriate under the circumstances:

- (1) Recovery of the following:
 - (A) Actual damages.
 - (B) Attorney's fees and court costs.
- (2) Injunctive relief.
- (3) Any other remedy appropriate under the circumstances.

(d) In an action filed under this section, the court may award reasonable attorney's fees, court costs, and other reasonable



1 expenses of litigation to the tenant if the tenant prevails and the
2 court finds that the action is frivolous.

3 SECTION 2. IC 32-7-8 IS ADDED TO THE INDIANA CODE AS
4 A NEW CHAPTER TO READ AS FOLLOWS [EFFECTIVE JULY
5 1, 1999]:

6 **Chapter 8. Landlord Obligations Under a Rental Agreement**

7 **Sec. 1. (a) Except as provided in subsection (b), this chapter**
8 **applies only to dwelling units that are let for rent after June 30,**
9 **1999.**

10 **(b) This chapter does not apply to dwelling units that are let for**
11 **rent with an option to purchase.**

12 **Sec. 2. The definitions in IC 32-7-5 apply throughout this**
13 **chapter.**

14 **Sec. 3. As used in this chapter, "rental premises" includes all of**
15 **the following:**

- 16 (1) A tenant's rental unit.
- 17 (2) The structure in which the tenant's rental unit is a part.
- 18 (3) The grounds, common areas, and facilities held out or
- 19 promised for the use of a tenant.

20 **Sec. 4. At the beginning of the rental term specified in a rental**
21 **agreement, a landlord shall deliver possession of the rental**
22 **premises to the tenant in compliance with the rental agreement and**
23 **section 5 of this chapter.**

24 **Sec. 5. (a) A landlord shall do the following:**

- 25 (1) Comply with all building and housing codes applicable to
- 26 rental premises.
- 27 (2) Make all reasonable efforts to keep common areas of a
- 28 rental premises in a clean and safe condition.
- 29 (3) Deliver the rental premises to a tenant in a safe, clean, and
- 30 habitable condition.
- 31 (4) Provide and maintain the following items in a rental
- 32 premises in good and safe working order and condition:
 - 33 (A) Electrical systems.
 - 34 (B) Plumbing systems sufficient to accommodate a
 - 35 reasonable supply of hot and cold running water at all
 - 36 times. However, this clause does not apply if the rental unit
 - 37 was in existence before July 1, 1999, and the rental unit has
 - 38 no plumbing systems in place. This clause is not satisfied if
 - 39 a rental unit has nonfunctioning plumbing systems in
 - 40 place.
 - 41 (C) Sanitary systems.
 - 42 (D) Heating, ventilating, and, if supplied, air conditioning



systems. A heating system must be sufficient to adequately supply heat at all times.

(E) Elevators, if provided.

(F) Facilities and appliances supplied as an inducement to the rental agreement or required to be supplied by the landlord.

(5) Provide a means for securing the rental unit by providing locks or other mechanisms for exterior doors, windows, and other means of entry.

(b) If a landlord's duty of compliance with subsection (a)(1) is greater than a landlord's duty of compliance with subsection (a)(2) through (a)(6), subsection (a)(1) controls the landlord's duty.

Sec. 6. (a) A tenant may bring an action in a court with jurisdiction to enforce an obligation of a landlord under this chapter.

(b) A tenant may not bring an action under this chapter unless the following conditions are met:

(1) The tenant gives the landlord notice of a condition described in this chapter.

(2) The landlord has been given a reasonable amount of time to make repairs or provide a remedy of the condition described in the tenant's notice. The tenant may not prevent the landlord from having access to the rental premises to make repairs or provide a remedy to the condition described in the tenant's notice.

(3) The landlord fails or refuses to repair or remedy the condition described in the tenant's notice.

(c) If the tenant is the prevailing party in an action under this section, the tenant may obtain any of the following, if appropriate under the circumstances:

(1) Recovery of the following:

(A) Actual damages.

(B) Attorney's fees and court costs.

(2) Injunctive relief.

(3) Any other remedy appropriate under the circumstances.

(d) In an action filed under this section, the court may award reasonable attorney's fees, court costs, and other reasonable expenses of litigation to the landlord if the landlord prevails and the court finds that the action is frivolous.



COMMITTEE REPORT

Mr. Speaker: Your Committee on Judiciary, to which was referred House Bill 1677, has had the same under consideration and begs leave to report the same back to the House with the recommendation that said bill be amended as follows:

Page 1, delete lines 5 through 6, begin a new paragraph and insert:

"Sec. 1. (a) Except as provided in subsection (b), this chapter applies only to dwelling units that are let for rent after June 30, 1999.

(b) This chapter does not apply to dwelling units that are let for rent with an option to purchase."

Page 2, between lines 18 and 19, begin a new paragraph and insert:

"(b) A landlord may not bring an action under this chapter unless the following conditions are met:

(1) The landlord gives the tenant notice of a condition described in this chapter.

(2) The tenant has been given a reasonable amount of time to remedy the condition described in the landlord's notice. The landlord may not prevent the tenant from having access to the rental premises to remedy the condition described in the landlord's notice.

(3) The tenant fails or refuses to remedy the condition described in the landlord's notice."

Page 2, line 19, delete "(b)" and insert "(c)".

Page 2, between lines 26 and 27, begin a new paragraph and insert:

"(d) In an action filed under this section, the court may award reasonable attorney's fees, court costs, and other reasonable expenses of litigation to the tenant if the tenant prevails and the court finds that the action is frivolous."

Page 2, delete lines 31 through 32, begin a new paragraph and insert:

"Sec. 1. (a) Except as provided in subsection (b), this chapter applies only to dwelling units that are let for rent after June 30, 1999.

(b) This chapter does not apply to dwelling units that are let for rent with an option to purchase."

Page 3, line 8, delete "clean and" and insert **"safe, clean, and habitable condition."**

Page 3, delete line 9.

Page 3, line 29, delete "closing" and insert **"exterior"**.

Page 3, delete lines 31 through 33.

Page 3, between lines 39 and 40, begin a new paragraph and insert:

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"(b) A tenant may not bring an action under this chapter unless the following conditions are met:

- (1) The tenant gives the landlord notice of a condition described in this chapter.**
- (2) The landlord has been given a reasonable amount of time to make repairs or provide a remedy of the condition described in the tenant's notice. The tenant may not prevent the landlord from having access to the rental premises to make repairs or provide a remedy to the condition described in the tenant's notice.**
- (3) The landlord fails or refuses to repair or remedy the condition described in the tenant's notice."**

Page 3, line 40, delete "(b)" and insert "(c)".

Page 4, delete lines 6 through 14, begin a new paragraph and insert:

"(d) In an action filed under this section, the court may award reasonable attorney's fees, court costs, and other reasonable expenses of litigation to the landlord if the landlord prevails and the court finds that the action is frivolous."

and when so amended that said bill do pass.

(Reference is to HB 1677 as introduced.)

VILLALPANDO, Chair

Committee Vote: yeas 10, nays 3.

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